

THE TORONTO STOCK EXCHANGE

FILING STATEMENT NO. 1341.
FILED, AUGUST 12th. 1965.

filed

MENTOR EXPLORATION AND DEVELOPMENT CO. LIMITED

Full corporate name of Company

Subject to Part IV of The Corporations Act, 1953 (Ontario) by Letters Patent dated March 11, 1926, Supplementary Letters Patent dated May 1, 1926, April 21, 1928, Particulars of incorporation (e.g., Incorporated under Part IV of the Corporations Act, 1953 January 19, (Ontario) by Letters Patent dated May 1st, 1957). 1955 & February 21, 1961.

FILING STATEMENT

Reference is made to previous

Filing Statement No. 1178.

(To be filed with respect to any material change in a company's affairs, including among other things, an underwriting and option agreement, an issue of shares for property and a proposed re-organization.)

1. Brief statement of the material change in the affairs of the company in respect of which this statement is filed.	(a) Pursuant to an underwriting agreement dated June 22, 1965, as amended by an agreement dated June 29, 1965, between Cochenour Willans Gold Mines Limited and the parties thereto (including the Company), the Company acquired for investment purposes only, 100,000 treasury shares of Cochenour Willans Gold Mines Limited at \$2.75 per share for a total consideration of \$279,500.00 including brokerage.								
2. Head office address and any other office address.	(b) The Company has also acquired on the open market 90,500 shares of Martin-McNeely Mines Ltd. at a cost of \$70,482.50. Head Office of Company changed from Suite 201C, 62 Richmond Street West, Toronto 1, Ontario to Suite 1101, 365 Bay Street, Toronto 1, Ontario.								
3. Names, addresses and chief occupations for the past five years of present or proposed officers and directors.	<table border="0"> <tr> <td>President and Director</td><td>- Paul Penna, office, Suite 1101, 365 Bay Street, Toronto 1, Ontario, Underwriter</td></tr> <tr> <td>Vice-President and Director</td><td>- Norman B. Sheriff, 8 Whitmore Avenue, Toronto, Ontario, Prospector and Company Executive</td></tr> <tr> <td>Secretary-Treasurer and Director</td><td>- Bernard Kraft, 106 Chiltern Hill Road, Toronto 10, Ontario, Chartered Accountant</td></tr> <tr> <td>Assistant Secretary-Treasurer and Director</td><td>- William L. Hogarth, Jr., 120 Dundas Street East, Cooksville, Ontario, Mining Executive</td></tr> </table> <p>The above directors were elected at the Annual Meeting of Shareholders of the Company held on June 30, 1965. Thomas S. Elmore, Q.C., also elected a director at the said meeting, died July 18, 1965.</p>	President and Director	- Paul Penna, office, Suite 1101, 365 Bay Street, Toronto 1, Ontario, Underwriter	Vice-President and Director	- Norman B. Sheriff, 8 Whitmore Avenue, Toronto, Ontario, Prospector and Company Executive	Secretary-Treasurer and Director	- Bernard Kraft, 106 Chiltern Hill Road, Toronto 10, Ontario, Chartered Accountant	Assistant Secretary-Treasurer and Director	- William L. Hogarth, Jr., 120 Dundas Street East, Cooksville, Ontario, Mining Executive
President and Director	- Paul Penna, office, Suite 1101, 365 Bay Street, Toronto 1, Ontario, Underwriter								
Vice-President and Director	- Norman B. Sheriff, 8 Whitmore Avenue, Toronto, Ontario, Prospector and Company Executive								
Secretary-Treasurer and Director	- Bernard Kraft, 106 Chiltern Hill Road, Toronto 10, Ontario, Chartered Accountant								
Assistant Secretary-Treasurer and Director	- William L. Hogarth, Jr., 120 Dundas Street East, Cooksville, Ontario, Mining Executive								
4. Share capitalization showing authorized and issued and outstanding capital.	Authorized: 5,000,000 shares with a par value of 50¢ each Issued and outstanding: 3,455,746 shares								
5. Particulars in respect of any bonds, debentures, notes, mortgages, charges, liens or hypothecations outstanding.	NONE								
6. Details of any treasury shares or other securities now the subject of any underwriting, sale or option agreement or of any proposed underwriting, sale or option agreement.	NONE								

Names and addresses of persons having any interest, direct or indirect in underwritten or optioned shares or other securities or assignments, present or proposed, and, if any assignment is contemplated, particulars thereof.	Not applicable		
Any payments in cash or securities of the company made or to be made to a promoter or finder in connection with a proposed underwriting or property acquisition.	None		
Brief statement of company's future development plans, including proposed expenditure of proceeds of sale of treasury shares, if any.	Exploration of mining properties and furthering interests in subsidiary and associated companies.		
Brief statement of company's chief development work during past year.	1,355 feet of diamond drilling (3 drill holes) on Koza-Gareau claim Group, Gillies Limit Area, Ontario.		
Names and addresses of vendors of any property or other assets intended to be purchased by the company showing the consideration to be paid.	Cochenour Willans Gold Mines, Limited, Suite 1203, 2200 Yonge Street, Toronto 12, Ontario. 100,000 shares @ \$2.75: Total consideration \$275,000.00		
Names and addresses of persons who have received or will receive a greater than 5% interest in the shares or other consideration to be received by the vendor. If the vendor is a limited company, the names and addresses of persons having a greater than 5% interest in the vendor company.	Bay & Co., King and Bay Streets, Toronto, Ontario - (beneficially owned as to 226,400 shares by late W. M. Cochenour, deceased)	271,350 shares (as of August 3, 1965)	
	The Estate of W. M. Cochenour, c/o Eastern and Chartered Trust Company, 34 King Street West, Toronto, Ontario - (beneficially owned)	177,125 shares (as of August 3, 1965)	
Number of shares held in escrow or in pool and a brief statement of the terms of escrow or the pooling agreement.	None		
Names and addresses of owners of more than a 5% interest in escrowed shares and their shareholdings (If shares are registered in the names of nominees or in street names, give names of beneficial owners, if possible.)	Not applicable		
Names, addresses and shareholdings of five largest registered shareholders and if shareholdings are pooled or escrowed, so stating. If shares are registered in names of nominees or in street names, give names of beneficial owners, if possible, and if names are not those of beneficial owners, so state.	<u>Registered Shareholder</u>	<u>Address</u>	<u>No. of Shares</u>
	Paul Penna (beneficially owned by Temple Growth Fund Limited)	Suite 1101, 365 Bay Street, Toronto, Ontario.	479,900
	E.H. Pooler & Co. Limited (Beneficial owner unknown)	302 Bay Street, Toronto, Ontario.	452,400
	J.Davidson & W. Fleming jointly (Beneficially owned by Temple Growth Fund Limited)	City Hall Branch, Canadian Imperial Bank of Commerce, Toronto, Ontario.	383,750
	Sudbury Contact Mines Limited (beneficially owned)	Suite 1101, 365 Bay Street, Toronto, Ontario.	261,210
	Denison Denny (beneficial ownership unknown)	44 King Street West, Toronto, Ontario.	159,510

SCHEDULE "A"

Re: Mentor Exploration and Development Co. Limited

<u>Company</u>	<u>No. of Shares</u>	<u>Cost</u>	<u>Market Value</u>	
Falconbridge Nickel Mines Limited	1,000	\$ 83,000.00	\$ 98,750.00	
New Jason Mines Limited	333	20.00	23.31	
Kirkeby-Natis Corporation	1,000	17,687.60	14,850.00	
Leitch Gold Mines Limited	14,800	73,050.00	70,300.00	
Lorado Uranium Mines Limited	4,900	7,287.50	6,713.00	
Mount Iso Mines	5,000	23,565.34	20,250.00	
Agnico Mines Limited	10,000	15,850.00	13,600.00	
Norgold Mines Limited	16,000	1.00	1,200.00	
Cochenour-Willans Gold Mines Limited	(17,800 ((100,000	53,373.00 279,500.00	57,850.00 325,000.00	
		<u>\$553,334.44</u>	<u>\$608,536.31</u>	
<u>Plus:</u> Shares acquired subsequent to date of last financial statement (July 5, 1965)				
Martin-McNeely Mines Ltd.	90,500	70,482.50	68,780.00	(as at Aug. 4. 1965)
<u>Unlisted Companies</u>				
Canadian Manganese Mining Corporation	3,180	1.00	nil	
Daniel Mining Co. Ltd.	5,000	250.00	250.00	
Kenasco Exploration & Mining Limited	102,000	1.00	nil	
Aguebelle Goldfields Limited	141,667	10,833.70	nil	
Destorbelle Mines Limited	846,904	4,842.30	nil	
Donrand Mines Limited	825,500	172.20	nil	
Fairfax Mines Limited	101,600	8,441.02	nil	
Orcour Gold Mines (1940) Limited	77,486	1.00	nil	
Pershorn Mines Limited	7,151	1.00	nil	
The Russian Kidd Mining Company Limited	10,000	<u>1.00</u>	<u>nil</u>	
		<u>\$ 24,546.22</u>	<u>\$ 250.00</u>	
<u>Shares in Affiliated Companies</u>				
Sudbury Contact Mines Limited	985,582	<u>\$111,198.87</u>	<u>\$246,395.50</u>	

THIS IS SCHEDULE "B" TO THE FILING STATEMENT 'MENTOR EXPLORATION
AND DEVELOPMENT CO. LIMITED

By an agreement dated June 22, 1965 between Samuel J. Zacks ("Zacks"), Temple Growth Fund Limited ("Temple"), Jakmin Investments Limited ("Jakmin"), Sudbury Contact Mines Limited ("Sudbury"), the Company, Cochenour Willans Gold Mines Limited ("Cochenour"), S.J. Brooks & Company ("Brooks") a member Broker of The Toronto Stock Exchange acting for its clients Zacks, Temple and Jakmin, E.H. Pooler & Company ("Pooler") a member Broker of The Toronto Stock Exchange acting for its client Sudbury and Draper Dobie & Company Ltd. ("Draper") a member Broker of The Toronto Stock Exchange acting for its client, the Company, subject to the performance of the conditions of the agreement, Brooks, Pooler and Draper have agreed to purchase on behalf of their respective clients and Cochenour has agreed to sell 600,000 shares with the par value of \$1 each in the capital of Cochenour at the price of \$2.75 per share.

The conditions to which the aforesaid agreement is subject are all of the following, namely:

- (a) the acceptance for filing by The Toronto Stock Exchange of the filing statement of Cochenour and the issuance to Cochenour of supplementary letters patent and upon the later thereof occurring Brooks on behalf of Zacks as to 50,000 shares and Temple as to 50,000 shares, Pooler on behalf of Sudbury as to 50,000 shares and Draper on behalf of the Company as to 100,000 shares shall take up or cause to be taken up and paid for 250,000 of the aforesaid 600,000 shares against payment of \$687,500;
- (b) the receipt by Brooks of a favourable report from Walter F. Brown, P. Eng., on Cochenour's mining properties and upon the day following the receipt of such a report Brooks on behalf of Jakmin as to 150,000 shares and Zacks as to 50,000 shares shall take up or cause to be taken up and paid for 200,000 of the said 600,000 shares against payment of \$550,000 and, on or before the 30th day after the said day following the receipt of such a report, Brooks on behalf of Jakmin shall take up or cause to be taken up and paid for the balance of 150,000 shares of the aforesaid 600,000 shares against payment of \$412,500;
- (c) Brooks may notify Cochenour on or before July 29 1965 that no such report from Walter F. Brown, P. Eng., has been received or that such report was not declared by the said Walter F. Brown, P.Eng., to be favourable and thereafter all the obligations of the parties to the said agreement shall be at an end;
- (d) The entering into, execution and delivery of an agreement amongst certain of the shareholders of Cochenour and such agreement has been entered into, executed and delivered by the parties thereto; reference to which agreement is hereinafter made.

SCHEDULE "B" CONTINUED

- (e) The receipt by Brooks, Pooler and Draper on behalf of their respective clients of favourable legal opinions from Messrs. Fraser, Beatty, Tucker, McIntosh & Stewart as solicitors for Cochenour as to the legal status of Cochenour and its authorized and issued capital;
- (f) The receipt by Brooks, Pooler and Draper on behalf of their respective clients of a certificate signed by officers of Cochenour as to any substantial or material changes in the affairs of Cochenour since December 31, 1964.

Under the provisions of the said agreement Brooks on behalf of its clients Zacks and Jakmin may, at its option, waive the prior receipt of the above mentioned favourable report of Walter F. Brown, P. Eng., and require delivery against payment of all or any part of the shares referred to in paragraph (b) above without affecting its liability in respect of the balance, if any, of such shares.

The aforesaid agreement also provides that unless the obligations of the parties thereto end by reason of a favourable report not having been received from Walter F. Brown, P. Eng., that:

- (i) Cochenour will not for a period of 12 months from June 22, 1965 offer any of its securities to the public without the prior written consent of Jakmin;
- (ii) Brooks on behalf of Jakmin holds a first refusal on any public financing contemplated by Cochenour up to July 1, 1967;
- (iii) there will be no agreement or agreements of the nature of a sub-option agreement, sub-underwriting agreement or assignment with respect to any of the aforesaid 600,000 shares not then purchased thereunder without prior notice thereof being given to and accepted for filing by The Toronto Stock Exchange and any other stock exchange on which the shares of Cochenour are then listed; and
- (iv) the obligations of Draper, on behalf of the Company, and Pooler on behalf of Sudbury are conditional upon approval by The Toronto Stock Exchange to their participation, and if approval is not given Cochenour may secure further financing elsewhere to the extent of participation by Sudbury and the Company.

By an agreement dated June 29, 1965 the foregoing agreement of June 22, 1965 was amended to provide that Brooks, on behalf of Jakmin could take up all or any part of a further 150,000 shares at the second closing date (the liability of Brooks on behalf of Jakmin to take down a further 150,000 shares on the third closing date to be reduced to the extent of any such further purchase at the second closing date) but, in any event, a letter of credit

SCHEDULE "B" CONTINUED

or other evidence of financial responsibility satisfactory to Cochenour would have to be provided to Cochenour by Jakmin at the second closing date to indicate the ability of Brooks, on behalf of Jakmin, to take up and pay for any balance of shares required to be taken down at the third closing date.

The agreement amongst certain of the shareholders of Cochenour and which is referred to in paragraph (d) above is between Edward C. Cochenour, J. Edwin J. Fahlgren and Harold Soward trustees of the William Melis Cochenour trust ("Trustees"), Edward C. Cochenour ("E.C. Cochenour"), Coin Lake Gold Mines, Limited ("Coin Lake"), Jakmin, Temple, the Company, Sudbury and Zacks and provides as follows:

- (1) that the Trustees, E.C. Cochenour and Coin Lake will vote or cause to be voted during the 18 months from June 22, 1965 the shares in the capital of Cochenour held or owned by them to cause to be elected to the Board of Directors of Cochenour such nominee as Jakmin shall specify provided that this obligation shall only subsist so long as Jakmin, Temple, the Company, Sudbury and Zacks beneficially own in the aggregate not less than 150,000 shares in the capital of Cochenour:
- (2) that Jakmin, Temple, the Company, Sudbury and Zacks for a period of 5 years from June 22, 1965 will vote or cause to be voted the shares of Cochenour held or owned by them or by any person with whom they or any one or more of them do not deal at arms length for the purpose of the Income Tax Act to cause to be elected to the Board of Directors of Cochenour such nominee as E.C. Cochenour and J. Edwin J. Fahlgren or their survivor, and after the death of the survivor of them as the majority of the Trustees shall specify provided that this obligation shall subsist only for the said period of 5 years or so long as the Trustees, E.C. Cochenour, Coin Lake and the executors and trustees of the estate of the late William Melis Cochenour, deceased, own or are entitled to in the aggregate not less than 400,000 shares in the capital of Cochenour, which ever is the shorter period of time:
- (3) that the Trustees (subject always to any limitations contained in the instrument establishing the trusts) shall not during the 18 months after June 22, 1965 sell or dispose of any shares in the capital of Cochenour without the prior written consent of Jakmin:
- (4) that Coin Lake will not sell or dispose of any shares of Cochenour during the 18 months after June 22, 1965 without the prior written consent of Jakmin provided that this obligation is to have no force or effect until approved by the shareholders of Coin Lake and E.C. Cochenour has agreed to use his best efforts to obtain such approval:

SCHEDULE "B" CONTINUED

- (5) that the Trustees, E.C. Cochenour and Coin Lake will not sell or dispose of any shares of Cochenour during the 24 months after June 22, 1965 until they have offered such shares to Jakmin, the Company, Sudbury, Temple and Zacks at the closing market price for such shares on the immediately previous day prior to the day on which such shares are offered for sale; provided that the foregoing shall not prevent any sale or disposition of shares among the Trustees, E.C. Cochenour and Coin Lake nor the granting of a first right of refusal or the sale by E.C. Cochenour to J. Edwin J. Fahlgren of the shares held by E.C. Cochenour if J. Edwin J. Fahlgren agrees to be bound by the forementioned right of refusal in favour of Jakmin, the Company, Sudbury, Temple and Zacks:
- (6) that the agreement shall terminate forthwith if Jakmin, Temple, the Company, Sudbury and/or Zacks do not purchase more than 250,000 treasury shares of Cochenour before July 31, 1965:
- (7) that Jakmin is purchasing the treasury shares of Cochenour for re-sale through The Toronto Stock Exchange and will not knowingly sell any of such shares to any person other than the Trustees, E.C. Cochenour or Coin Lake if as a result thereof such person would hold in the aggregate more than 100,000 shares in the capital of Cochenour:
- (8) that Temple, the Company, Sudbury and Zacks are purchasing the treasury shares of Cochenour for the purposes of investment and not for re-sale:
- (9) that Zacks will not sell any of the treasury shares purchased by him during the two years after June 22, 1965 without the prior written consent of Jakmin.

By an agreement dated June 29, 1965 the foregoing agreement dated June 22, 1965 was amended to provide that the Company, Sudbury and Zacks would not dispose of any shares acquired under the said agreement prior to December 31, 1965 without the prior written consent of The Toronto Stock Exchange and Temple disclosed it was purchasing shares for resale.

On July 5, 1965 Draper on behalf of the Company took up and caused to be paid for, 100,000 of the aforesaid 600,000 shares with a par value of \$1.00 each in the capital of Cochenour at the price of \$2.75 per share against payment of an aggregate purchase price of \$275,000.00.

FINANCIAL STATEMENTS

MENTOR EXPLORATION AND DEVELOPMENT CO. LTD.

(Incorporated Under the Laws of the Province of Ontario)

Balance Sheet

As At July 5, 1965

ASSETS

Current Assets

Cash In Bank	46,251.42	
Deposit receipt (short term)	100,000.00	
Marketable securities, at lower of cost or market (market value \$608,536.31)	553,334.44	
Accounts receivable	<u>810.88</u>	700,396.74

Investments

Silver bullion-at cost	469,403.01	
Shares in affiliated company-at cost (Market value \$246,395.50)	111,198.87	
Unlisted and escrowed securities, at cost or less 24,546.22		
Advances <u>2,501.03</u>	<u>27,047.25</u>	607,649.13

Mining Claims And Properties

Cobalt property-at cost	45,106.75	
Exploration and Development Expenditures thereon	<u>257,991.25</u>	303,098.00
Land held for development, at cost including exploration and development expenditures	<u>149,274.08</u>	452,372.08
Head Office Furniture		<u>1,654.50</u>
		<u>1,762,072.45</u>

LIABILITIES

Current

Accounts payable and accrued		9,422.09
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Capital and Deficit

Capital Stock

Authorized

5,000,000 Shares Par Value .50

Issued and Fully Paid

3,455,746 Shares	1,727,873.00	
Less: Discount	<u>170,000.00</u>	1,557,873.00

Contributed Surplus

Balance, January 1, 1965	<u>245,093.25</u>	
	1,802,966.25	

Deficit

<u>50,315.89</u>	<u>1,752,650.36</u>
	<u>1,762,072.45</u>

Approved On Behalf Of The Board of Directors

Paul Penna

Director

B. Kraft

Director

MENTOR EXPLORATION AND DEVELOPMENT CO. LTD.

(Incorporated Under the Law of the Province of Ontario)

Statment of Source and Application of Funds

For the Period January 1, 1965 to July 5, 1965

Cash in Bank--January 1, 1965 45,194.61

Receipts

Accrued Asset Received	332.88	
Interest and Dividends Received	14,261.55	
Deposit Receipts--Retired	800,000.00	
Sale of Marketable Securities	3,887.64	
Sale of Equipment--Cobalt Property	<u>2,205.30</u>	<u>820,687.37</u>
		865,881.98

Disbursements

Accounts Payable--Paid	5,250.75	
Advances From Affiliated Company--Paid	2,199.65	
Purchase of Marketable Securities	470,313.44	
Purchase of Silver Bullion	331,135.85	
Advances To Other Companies	369.00	
Exploration and Development Expenses	5,606.66	
Administration Expense	3,100.71	
Purchase of Head Office Furniture	<u>1,654.50</u>	<u>819,630.56</u>

Cash In Bank--July 5, 1965 46,251.42

Approved On Behalf Of the Board of Directors

Paul Penna

Director

B. Knapp

Director

STATEMENT OF MATERIAL CHANGES SINCE STATEMENT OF SOURCE
AND APPLICATION OF FUNDS AS OF JULY 5, 1965

There have been no material changes in the financial position of the Company subsequent to July 5, 1965 up to and including the date of the Filing Statement herein other than the purchase by the Company on the open market of 90,500 shares of the capital of Martin-McNeely Mines Ltd. of the par value of \$1.00 at a total cost of \$70,482.50.

Approved On Behalf Of The Board of Directors

Paul Penna

Director

B. Knapp

Director

16. Names, and addresses of persons whose shareholdings are large enough to materially affect control of the company.	Paul Penna is the principal shareholder of Temple Growth Fund Limited, Suite 1101, 365 Bay Street, Toronto, Ontario, and the combined holdings of Temple Growth Fund Limited and Sudbury Contact Mines Limited are sufficient to materially affect control of the Company.
17. If assets include investments in the shares or other securities of other companies, give an itemized statement thereof showing cost or book value and present market value.	See Schedule "A" attached hereto on page 3.
18. Brief statement of any lawsuits pending or in process against company or its properties.	NIL
19. The dates of and parties to and the general nature of every material contract entered into by the company which is still in effect and is not disclosed in the foregoing.	NIL
20. Statement of any other material facts and if none, so state. Also state whether any shares of the company are in the course of primary distribution to the public.	See Schedule "B" attached hereto. No shares of the Company are in the course of primary distribution to the public. There are no other material facts. See Schedule "B" on pages 4, 5, 6 and 7.

CERTIFICATE OF THE COMPANY

DATED August 14th, 1965.

The foregoing, together with the financial information and other reports where required, constitutes full, true and plain disclosure of all material facts in respect of the matters referred to in Item 1 above and in respect of the company's affairs and there is no further material information applicable. (To be signed by two principal signing officers who are directors and the corporate seal to be affixed.)

MENTOR EXPLORATION AND DEVELOPMENT CO. LIMITED
CORPORATE

"P. Penna"

Per: Paul Penna

SEAL

"B. Kraft"

Per: B. Kraft

CERTIFICATE OF UNDERWRITER OR OPTIONEE

To the best of my knowledge, information and belief, the foregoing, together with the financial information and the reports where required, constitutes full, true and plain disclosure of all material facts in respect of the matters referred to in Item 1 above in respect of the company's affairs. Concerning matters which are not within my knowledge, I have relied upon the accuracy and adequacy of the information supplied to me by the company. (To be signed by underwriter or optionee registered with the Ontario Securities Commission or a corresponding body.)